



**SO ORDERED.**

**SIGNED this 01 day of March, 2007.**

**THIS ORDER HAS BEEN ENTERED ON THE DOCKET.  
PLEASE SEE DOCKET FOR ENTRY DATE.**



**John C. Cook  
UNITED STATES BANKRUPTCY JUDGE**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE**

IN RE:  
SHANNON LEBRON BATES  
AMY PAGE BATES  
Debtor(s)

CASE NO. 07-10278

CHAPTER 13

**ORDER CONFIRMING CHAPTER 13 PLAN**

The chapter 13 plan in this case or summary thereof having been transmitted to scheduled creditors, and it having been determined that the plan as finalized complies with 11, U.S.C. §1325 and should be confirmed, the court directs the following:

1. The plan, a copy of which is attached is confirmed.
2. Property of the estate does not vest in the debtor(s) until completion of the plan.
3. Attorney for the debtor(s) is awarded the fee set forth in the plan, to be paid by the chapter 13 trustee through the plan.
4. All pending objections, if any, to confirmation are resolved, withdrawn, or overruled.

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Approved for Entry By:  
/s/ C. Kenneth Still, Trustee  
C. Kenneth Still, Trustee  
P.O. Box 511, Chattanooga, TN 37401  
(423) 265-2261

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TENNESSEE SOUTHERN DIVISION**

In re:

Shannon Lebron Bates  
Amy Page Bates

Debtor(s)

Case No.: 07-10278

Chapter 13

**CHAPTER 13 PLAN**

**1. PAYMENTS AND TERM.**

The debtor will pay the chapter 13 trustee \$ 595.00 PER WEEK by DIRECT PAY and the following additional monies:  
N/A

**2. PRIORITY CLAIMS (including administrative expenses).**

- (a) All administrative expenses under 11 U.S.C. §§ 503(b) & 1326 will be paid in full, including fees to the debtor's attorney in the amount of \$2,000.00 less \$0.00 previously paid by the debtor.
- (b) Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. § 507 will be paid in full in deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance with the filed claim.
- (c) All allowed priority claims shall accrue no interest after the filing date of this petition. In the event any of these claims are not discharged upon the completion of this plan, the balance due upon completion shall be the unpaid balance with no accrued interest. Interest will only begin accruing on the unpaid balance (if any) after the completion of the plan. If the claim is paid in full in the plan the debt shall be deemed satisfied in full upon completion of the plan.

**3. SECURED CLAIMS.**

- (a) **Cramdowns.** The holders of the following allowed secured claims retain the liens securing such claims until the earlier the two events set forth in 11 U.S.C. § 1325 (a)(5)(B)(i)(I) and will be paid by the trustee the value of the security in the manner specified below. The portion of any allowed claim that exceeds the value indicated will be treated as an unsecured claim under paragraph 4(a) below. The failure of a secured creditor listed below to timely object to the proposed treatment for its secured claim and its unsecured claim shall be deemed an acceptance of the terms of the plan as provided for in 11 U.S.C. Section 1325(a)(5).

<i>Creditor</i>	<i>Collateral</i>	<i>Value</i>	<i>Monthly Payment</i>	<i>Interest Rate</i>
<b>Wachovia Bank</b>	<b>2002 Chevy Tahoe</b>	<b>\$15,000.00</b>	<b>\$350.00</b>	<b>6.5%</b>
<b>First Citizens Bank</b>	<b>2003 Jeep Wrangler</b>	<b>\$13,200.00</b>	<b>\$270.00</b>	<b>5.99%</b>
<b>Citifinancial Retail</b>	<b>Furniture</b>	<b>\$600.00</b>	<b>\$20.00</b>	<b>6%</b>

- (b) **SURRENDER.** The debtor(s) shall surrender the following collateral in full satisfaction of the debt:

*Creditor* \_\_\_\_\_ *Collateral to Be Surrendered*

- (c) **LONG-TERM MORTGAGES AND MOBILE HOMES.** (Including Doublewide or modular homes) The holders of the following claims will retain their liens and will be paid monthly maintenance payments which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full in the amount in the filed claim, absent an objection.

<i>Creditor</i>	<i>Estimated Arrearage</i>	<i>Arrearage Interest Rate</i>	<i>Arrearage Monthly Payment</i>	<i>Maintenance payment</i>	<i>Payment By: (Inside the plan or outside the plan)</i>
<b>Chase Manhattan Mortgage 1<sup>st</sup> Mortgage 336 Rogers Drive Ringgold, GA 30736</b>	<b>\$2,400.00</b>	<b>0</b>	<b>\$ 50.00</b>	<b>\$947.64 to begin Feb.07</b>	<b>Inside the plan</b>

(d) **DE NOVO REVIEW.** Notwithstanding any provision of this plan, the secured status and classification of any purported secured claim are subject to *de novo* review on the request of any party in interest made within 90 days following the filing of the claim or the expiration of the deadline for filing proofs of claim, whichever comes later.

#### 4. UNSECURED CLAIMS.

(a) *Nonpriority.* Except as provided in subparagraph (b) and in paragraph 6 below, allowed nonpriority unsecured claims will be paid:

  X   (1) In full  
      (2) \_\_\_\_\_ percentage.  
      (3) other

(b) Post petition. Claims allowed under 11 U.S.C. § 1305 will be paid in full.

(c) All allowed nonpriority unsecured claims shall accrue no interest after the filing date of this petition. In the event any of these claims are not discharged upon the completion of this plan, the balance due upon completion shall be the unpaid balance with no accrued interest. Interest will only begin accruing on the unpaid balance (if any) after the completion of the plan. If the claim is paid in full in the plan the debt shall be deemed satisfied in full upon completion of the plan.

**5.EXECUTORY AND UNEXPIRED LEASES.** Except the following which are assumed, all executory contracts and unexpired lease are rejected, with any claim arising from the rejection to be paid as unsecured as provided in paragraph 4(a) above.

Other party to contract \_\_\_\_\_ property description \_\_\_\_\_ Inside the plan

**6.SPECIAL PROVISIONS.** (such as cosigned debts, secured tax claims, debts paid by third party, student loans, special priority debts and treatment of non bankruptcy secured debt as unsecured in the plan, child support claims).

**Georgia Dept. of Revenue – Sales Tax – Priority claim to be paid in full inside the plan**

MARK T. YOUNG & ASSOCIATES

By: /s/ Mark T. Young  
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Date: 1/17/07 \_\_\_\_\_ /s/ Shannon Lebron Bates \_\_\_\_\_  
Debtor  
Date: 1/17/07 \_\_\_\_\_ /s/ Amy Page Bates \_\_\_\_\_  
Joint Debtor